

hereof which shall continue to be binding on the Developer or Sears, as the case may be.

In the event the certificate referenced above sets forth conditions, agreements and obligations under Article II hereof which shall continue to be binding on the Developer or Sears, as the case may be, then, at such time as such conditions, agreements and obligations are satisfied, performed or waived, Sears or the Developer, as the case may be, shall execute and deliver to the Developer or Sears, as the case may be, a certificate stating such satisfaction, performance or waiver. The failure of Sears or the Developer to deliver the certificate contemplated hereunder on or before thirty (30) days after the date of request therefor shall be deemed to be the delivery of a certificate which states that all conditions, agreements and obligations of the Developer or Sears, as the case may be, under the provisions of Article II hereof have been satisfied and performed.

Section 9.11. Term of this Agreement. Unless terminated pursuant to the terms hereof, this Agreement shall continue and the obligations hereunder shall remain binding and the easements in the Common Facilities shall remain effective from the date hereof until the Opening Date and thereafter for a period of thirty-five (35) years; provided, however, that notwithstanding the foregoing, in the event the Operating Agreement is terminated or the Sears Site or the Developer Site is excluded from the operation and effect thereof, this Agreement shall terminate as of such date.

Section 9.12. Gender. The use herein of (i) the singular number shall be deemed to mean the plural, (ii) the masculine gender shall be deemed to mean the feminine or neuter and (iii) the neuter gender shall be deemed to mean the masculine or feminine whenever the sense and context of this Agreement so requires.